## **EXHIBIT F PART 15**

## . Case 10-93904-BHL-11 Doc 410-29 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 2 of

SUPERIOR LIVES POCK AUCTION

LOT# 10556 DELIVERY DATE Nov 8 2010 SALE DATE Nov 5 2010 SELLER R Brand Cattle Co. 903 675-8241 BANK

PAPERWORK REC'D 11/15/20 Date entered 11/8/2010

CONTRACT # 59582 12/1/2010 09:36:48 Entered by RH/KZ

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12:22:40 131 East Exchange Ave., Suite 121 Fort Worth, TX 76164

1-800-422-2117

OT P.O. Box 38 Brush, CO 80723 1-800-523-6610

Lot #: 10556

THIS CONTRACT made and entered into this

hereinafter known as SELLER, and

10VESTOCK CONTRACT

0161 November, 2010 , in Brush, Morgan County, Colorado by and between

R Brand Cattle Co.

Phone Number,

(903) 675-8241

3314 US 175 E

Athens

75752

of

PO Box 38

42

**Superior Livestock Auction** 80723 CO

Phone. (970) 842-5566

Fax. (970) 842-2705

Cell.

, hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described

livestock (the livestock) for the consideration set forth in this contract.

Brush

VACCINATION PROGRAM:

ICE	PRICE	BASE WEIGHT	KIND/SEX	# HEAD
8.00	\$108.00	750	Feeder Steers	66
	\$10		Feeder Steers	

BREED TYPE:

English & English Exotic Brahman cross with most showing 1/4 or less Brahman influence. Approx. 60% Black & BWF,

bal. Charolais cross & mixed color.

MIXED LOADS:

Heifer price will be \$

/CWT under original price of steers.

ORIGIN:

FRAME:

**Purchased Central TX** 

COUNTRY OF ORIGIN: USA

Medium - Large

FLESH: Lt Med EST WT VARIANCE: Uneven

HORNS: Tipped FEEDING PROGRAM:

Native grass, free choice mineral & protein tubs.

CURRENT LOCATION:

Farm, 3 mile(s) E of Athens, TX which is 130 miles SE of Fort Worth, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Scales

on/between

Nov. 6-16, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather ASAP @ Richardson C/C, drive approx. 1 mile to pens & weigh on ground w/a 2%.

SLIDE: If the livestock average

over the base weight

the price will be adjusted

cents per pound for every

bound

over

that weight on the total net pounds.

Any lbs. over 775 are free.

COMMENTS:

Knife cut. Nice set of feeders. Selling biggest 66 from 80 hd filmed 10/22/10. May be 3 hd with 1 blue eye, depending on

sort.

VACCINATIONS: 8-way Blackleg, CattleMaster 4 twice, One Shot & Ivomec spring '10.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE:

IMPLANTED: Not by this Owner

BANGS VACCINATED:

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc. (SLA) of any grievence regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the head, the sum of \$ 2,640.00 , as part payment, upon entering into this contract and to pay benefit of Seller \$40.00 per head on 66 the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 0.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER: R Brand Cattle Co.

BUYER: Superior Livestock Auction

K. Suy. SLA

Morrow Sha

BY:

(903) 676-6504

REPRESENTED BY: R.B. Richardson

(903) 675-3870

OPEN HEIFERS: Unless otherwise stated, heiters sold in this contract are not guaranteed open

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the reaminder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and linal payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law any reason whatsoever (other than an act of God), to deliver to Buyer defaults, he will forfeit his S40 per head part payment. Upon Seller's failure, for to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold. Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary and Buyer's approval. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense

GOVERNING LAW: All legal actions instituted for any default in payment or lock of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

Case 10-93904-BHL-131E, Explange Arel, Sulle 131 Fort Worth, 1X 76164-(817) 624-3600 1-800-422-2117

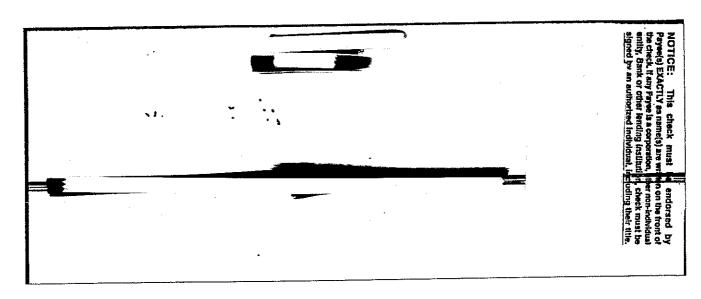
Filed 03/28/13 250 03/28/11 12:22:48 ush, 00 80723 of 1-800-623-6610

CONSIGNMENT #	Livertock Auction	M SALE OF LIVESTOCK	FAX 10: (970) (877) 5	542-2705 523-6610
Accepted by SLA	AUCTION DATE AUCTION	1 - 5	•	
Effective Date	Addition ball			
Date 11379	and entered into this 23 day	unf Oct		_ ,by and between
	THE CHICLES WHO WAS		Richardson	
R Brand Cattle Co.	SS#/Federal ID# Athens	(Seller) and	Sunella Livestock 745 cit	on, inc. (SLA) an
Phone 3 114 US 175 E 903-675-8241	(MARKETING REPRESENTATIVE	) covers the listing for sale	of the livestock describe	d in this contract.
Richardson, R.B.	KIHD / SEX	BASE WEIGHT	DELIVERY DATE	WEIGHT
TOTAL Peeder S		750	11/14/2009	781
			,	
MIXED LOADS: Heller price will be \$	/ CWT under original price of ste	ers. Special logo: 	WHER CERTIFIED NATI	JRAL: YES NO
SLA VACCINATION PROGRAM: AGE & SOUNCE VERIFIED PROGRAM:		RFID TAGS: YE		
ADAMOEGRAF RENETICS: 11	NO (BREEDER I) 2)	(BREEDER 2)	3) (BREEDERS)	0t-
	p to 50 pounds over base weight. If ca the cattle change class due to increased	ittle average 51 pounds over weight (over the base well	r dase weight, side will bit), the cattle may be re	increase 2 ceins. Piected for deliven
	lish Exotic Brahman o			
Brahman influence. App	rox. 60% Black & BWF,	bal. Charolai	s cross & mix	ĸed
color.				
ORIGIN: Central TX FRAME SIZE: Med to La	el ren	COUNTRY: USA CONDITION: TAX		
ESTIMATED WEIGHT VARIANCE: Ungoverner	FAIRLY	EVEN (0 - 10% The pay with	light) UNEVEN (10-15	5% +/- pay weigh
VERY UNEVEN (15 - 25% +/- pay weight)	Seller warrants that no individual anim	nai will vary more or less th	an these percentages fro	om the average pa
weight at delivery. SLA or Marketing Repre HORNS: Tipped	gentanas nasaras me uitu m ieleer au	y and that is not within Ounter	1 1 U BS	~
FEEDING PROGRAM: Native gra	ss, free choice miner	al & mage sal	WS 3-	<u>-</u> -S
	with out &			
CURRENT LOCATION: Cattle are located a		E of Athens, T	X which is 13	30 miles
SE of Fort Worth, TX where they shall remain and be handled in	their normal manner until delivery. If or	attle must be moved or cha	nged to a different kind	of feed or pasture
for any reason, SLA or Marketing Represer	itative must be notified and change will	be allowed only with Buye	er's approval.	
DELIVERY: Seller will deliver cattle to Buyer	s trucks at Bighandoon 5	170		on / henves
IMMEDIATE DELIVERY: TOYES NO	RICHARDRON C	At the option of the Market usd. The Seller will be pai	ing Representative, unles	s otherwise stated
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2%.	SAP, drive approx. 1	mite to beus w	weign on gro	ound w/a
LOADS: 48,000 pounds or		T ADJUSTMENT:		
BANGS VACCINATED! DY this of	wner			
COMMENTS: Knife cut. Nice	e set of feeders. Sel	ling higgest 9	b go	. 4.11
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VACCINATIONS: X4-way Black	kleg, CattleMaster 4	twice. One Sho	t E Tuomaa au	2010
		one one	r w thouse ab	ring ' ,
BRANDS:WARRANTIES: Seller represents and warrant	which It has			
WARRANTIES: Seller represents and warrant interests or encumbrances. Said livestock at Lienholder:	s that it has good and marketable title to a Subject to a lien, security interests of	the livestock and that they	will be delivered free or	f all liens, security
Lienholder:	On see board is the	Chatter Hortgage in tayor	01	
ADDITIONAL PROVISIONS AGREED UPDAY	The read in the amount of \$	198-	DATE)	
ADDITIONAL PROVISIONS AGREED UPON B	ETWEEN SELLER AND SLA AND/OR M	ARKETING REPRESENTATI	VE: (not published)	
LIVESTOCK OWNER'S FEED CERTIFICATE.				
LIVESTOCK OWNER'S FEED CERTIFICATE: To described above, will be, on such date, adults any feed contribing provided the such date.	ne undersigned certifies that, to the best of Brated within the meaning of the Endorse	of his/her/its knowledge, as o	of the date of delivery, no	ne of the livestock
described above, will be, on such date, adult any feed containing protein derived from marn will have an illegal level of drug residues. Seller acknowledges by here.	malian tissue, e.g. meat and bone meal.	roou, using and Cosmetic , as that term is defined in a	Act (i.e., none of the cat	tle have been fed
Seller acknowlednes he has read and undered		The section of the Se		
Seller acknowledges he has read and underst all information on this contract is accurate a WARKETING REPRESENTATIVE:	and guarantees delivery of the Rivestock	trent and back of this contri Classribed herein	act, and will abide by the	m. Seller agrees
R.B. Richardson		wainter		
•	0.0-0304			
$\bigcap$	SELLEA:	R Brand Catt	le Co.	

K. Klichardson

RB Retaile

DDA Debits - 11/12/2010



DDA Debits - 11/12/2010

Case 10-93904-BHL-11 Doc 410

131 E. Exchange Ave., Suite 121 Fort Worth, TX 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117



P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

11-3-10 DATE\_

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131 East Exchange Ave., Suite 121 Fort Worth: TX.76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117

P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610



## TRUCKER'S BILL OF LADING 1 0 0

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SLA MARKETING REPRESENTATIVE
ETS BUYERS INVOICE

#03/28/11 EOD 03/28/11 12:22:40 P.C. Jx 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

Pg 9 of

131 East Exchange Ave., Suite 121 Fort Worth, TX 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117

NOTES \_



**WEIGH SHEET** 

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131 East Exchange, Suite 121 Fort Worth, TX 76164 1-800-422-2117 (817) 624-3800 Fax: (817) 624-3325



P.O. Box 38 Prush, CO 80723 1-800-523-6610 (970) 842-5566 Fax: (970) 842-2705

Date	د شر	. 7		<del></del>	Lot # //) /	_ <	- / -						
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The seller h	ereby certifies tha	t these cattle were a	administered the abo	ve vaccina	tions.								
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